

**Exhibit F**

**Form of Surrender Agreement**

**SURRENDER AGREEMENT**

THIS SURRENDER AGREEMENT (this “**Agreement**”) made as of the \_\_\_ day of January, 2020 (the “Effective Date”) by and between **PURDUE PHARMA L.P.**, a Delaware limited partnership (“**Sublandlord**”), and **PHARMACEUTICAL RESEARCH ASSOCIATES L.P.**, a Delaware limited partnership (“**Subtenant**”).

**W I T N E S S E T H:**

**WHEREAS**, Subtenant is currently occupying a portion of the ninth (9<sup>th</sup>) floor of the building known as One Stamford Forum, Stamford, Connecticut as more particularly described in the Sublease (the “**Premises**”) pursuant to a Sublease dated July 1, 2018 between Sublandlord and Subtenant (the “**Sublease**”);

**WHEREAS**, the parties hereto desire and intend for Subtenant to relinquish to Sublandlord all of Subtenant’s right, title and interest in and to the Sublease and the Premises and to surrender vacant possession of the Premises to Sublandlord and to terminate the Sublease as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual agreements herein provided, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Sublandlord and Subtenant hereby agree as follows:

1. Subtenant hereby surrenders to Sublandlord all of Subtenant’s right, title and interest in and to the Premises and the Sublease and all rights of possession of the Premises thereunder and the Sublease is hereby terminated effective as of July 31, 2020 (the “**Vacate Date**”); provided, however, Subtenant shall remain liable for all of Subtenant’s obligations under the Sublease, as amended by this Agreement, through and including the Vacate Date (or if later, the date that Subtenant actually vacates and surrenders possession of the Premises to Sublandlord in accordance with this Agreement).

2. Subtenant’s right to remain in possession of the Premises through the Vacate Date is subject to Subtenant’s compliance with all of the terms of the Sublease, to the extent not inconsistent with this Agreement, including, without limitation, the obligation to pay fixed rent and additional rent to Sublandlord.

3. On or before the Vacate Date, Subtenant shall vacate and surrender (and cause each and every undertenant of Subtenant to vacate and surrender) to Sublandlord possession of the Premises broom clean, vacant and with all of Subtenant’s personal property removed therefrom, but otherwise in an “AS IS” “WHERE IS” condition.

4. It is expressly understood and agreed that in the event Subtenant fails to vacate and surrender possession of the Premises in full compliance with the terms of this Agreement, Sublandlord shall be entitled to pursue any appropriate and/or available legal remedies, including, but not limited to, specific performance of this Agreement and recovery of

damages. The parties recognize and agree that the damage to Sublandlord resulting from any failure by Subtenant to timely surrender possession of the Premises on the Vacate Date will be substantial, will exceed the amount of the monthly installments of the fixed rent and additional rent theretofore payable hereunder, and will be impossible to accurately measure. Subtenant therefore agrees that if possession of the Premises is not surrendered to Sublandlord on the Vacate Date, in addition to any other rights or remedies Sublandlord may have hereunder, under the Sublease, at law or in equity, Subtenant shall pay to Sublandlord 200% of the fixed rent and additional rent due and payable by Subtenant under the Sublease for each month and for each portion of any month during which Subtenant holds over in the Premises after the Vacate Date. Nothing herein contained shall be deemed to permit Subtenant to retain possession of the Premises after the Vacate Date and no acceptance by Sublandlord of payments from Subtenant after the Vacate Date shall be deemed to be other than on account of the amounts to be paid by Subtenant in accordance herewith. In addition, Subtenant hereby indemnifies Sublandlord from and against any and all loss, claim, damage (including, without limitation, any consequential damage), cost or expense (including, without limitation, reasonable attorneys' fees, disbursements and court costs) relating to or arising out of Subtenant's failure to vacate and surrender (and cause each and every undertenant of Subtenant to vacate and surrender) possession of the Premises to Sublandlord on or prior to the Vacate Date in accordance herewith.

5. Subtenant agrees that any of Subtenant's personal property remaining subsequent to Subtenant's vacating the Premises, whether voluntary or not, shall be deemed abandoned by Subtenant, and may be removed and disposed of by Sublandlord at Subtenant's expense. Subtenant further agrees that Sublandlord shall bear no liability for any such removal or disposal of property that is deemed abandoned.

6. Each party is hereby released from any and all claims, liabilities and causes of action that each has against the other from the beginning of time through the date of this Agreement, except for the obligations contained herein and except with respect to third party claims.

7. It is specifically understood and agreed by and between the parties hereto that this Agreement is the result of negotiations between the parties and both parties shall be deemed to have drawn these documents in order to avoid any negative inference by any court as against the preparer of the document.

8. Subtenant represents and warrants that it is not aware of any entity or individual other than itself or Sublandlord that has any right, title or interest in or to the Sublease or the Premises.

9. Subtenant represents and warrants that it has thoroughly considered the terms and conditions of this Agreement and that Subtenant is aware that it is surrendering legal possession of the Premises, and this Agreement is not the result of any fraud or duress, coercion, pressure or undue influence upon Subtenant.

10. Subtenant further represents that it has not and will not sublet, assign or

grant any rights of occupancy to any individual or entity with respect to the Premises.

11. The laws of the State of Connecticut shall govern and control the validity, interpretation, performance and enforcement of this Agreement.

12. The covenants, agreements, terms, provisions and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and estates and upon all persons occupying the Premises.

13. Sublandlord and Subtenant agree that effective as of the Effective Date, Sections 10 and 24 of the Sublease are hereby deleted in their entirety.

14. The obligations of Sublandlord and Subtenant under this Agreement shall survive the termination of the Sublease.

15. This Agreement supersedes and revokes all previous negotiations, arrangements, representations and information conveyed, whether oral or in writing, between the parties or their representatives. No subsequent alteration, amendment or modification shall be binding upon Sublandlord or Subtenant unless in writing and signed by the party against whom enforcement is sought. Both parties acknowledge that any previous representation, information, arrangements or negotiations are merged into this Agreement which alone fully and completely expresses the intent and agreement of the parties and this Agreement is entered into after full investigation and neither party has relied upon any statement or representation not specifically embodied in this Agreement.

16. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic copy of this Agreement shall have the same force and effect as an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. NEXT PAGE IS  
SIGNATURE PAGE.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**SUBLANDLORD:**

**PURDUE PHARMA L.P.**

By: \_\_\_\_\_

Name: Jonathan Lowne

Title: Senior Vice President, Chief Financial Officer

**SUBTENANT:**

**PHARMACEUTICAL RESEARCH ASSOCIATES L.P.**

By: \_\_\_\_\_

Name: Edward Mahony

Title: Vice President

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[SIGNATURE PAGE TO SURRENDER AGREEMENT]